

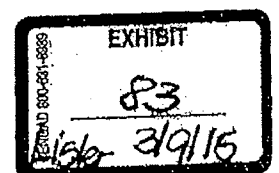
# **EXHIBIT 1**

**[APA SECTION CITING  
JOINT “BEST INTEREST”  
OF CUMBERLAND AND SSC]**

# Purchase Agreement with Cumberland Medical Center

(with irrelevant financial information redacted)

This coversheet was created by Gideon, Cooper & Essary, PLLC  
to assist in document organization.



CONFIDENTIAL DISCOVERY MATERIAL

SSC - 01862

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**ASSET PURCHASE AGREEMENT**  
by and among  
**SPECIALTY SURGERY CENTER, PLLC**  
and  
**CUMBERLAND MEDICAL CENTER, INC.**

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Dated May 3, 2013

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (this "Agreement") dated                     , 2013 (the "Effective Date") by and among **SPECIALTY SURGERY CENTER, PLLC**, a Tennessee professional limited liability company ("Seller"), and **CUMBERLAND MEDICAL CENTER, INC.** a Tennessee nonprofit corporation ("Purchaser").

WHEREAS, Seller wishes to sell, and Purchaser wishes to purchase, substantially all of the operating assets of Seller, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, the Members of Seller and the Directors of Purchaser have agreed it is in the best interest of the parties and the community at large to enter into the transaction contemplated and agreed to hereby.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

**ARTICLE I**  
**PURCHASE AND SALE OF THE ASSETS**

**Section 1.1 Assets Transferred.** On the terms and subject to the conditions set forth in this Agreement, except for the Excluded Assets set forth in Section 1.2, Seller will sell, transfer, convey, assign and deliver to Purchaser, and Purchaser will purchase, on the Closing Date (as defined in Section 3.1), all of Seller's right, title and interest in, to and under the following assets, properties and rights of Seller, as the same exist on the Closing Date (collectively, the "Assets"):

- (a) **Real Property.** That certain tract or parcel of real property commonly known as 116 Brown Avenue, Crossville, Tennessee 38555, together with all rights, easements and appurtenances pertaining thereto and all improvements (the "Improvements"), trees, bushes, landscaping and foliage thereon as more fully described or depicted in the legal description attached hereto as Exhibit A and incorporated herein by reference (the "Real Property"), subject only to the following matters: (i) real estate taxes and assessments for 2013 that are not yet due and payable, and (ii) the Permitted Encumbrances (hereinafter defined).
- (b) **Tangible Personal Property.** All furniture, fixtures, equipment, supplies and inventory and other tangible personal property owned by Seller and used in Seller's operation (the "Tangible Personal Property").
- (c) **Charts.** All patient charts and records.
- (d) **Permits.** The Certificate of Need and all other permits, licenses, and other governmental certificates, authorizations and approvals (the "Permits").